IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION
WRIT PETITION NO.2894 OF 2007

Maharashtra State Electricity
Distribution Company Limited ..Petitioner.
Vs.
M/s. Green Word Magnum Enterprises ..Respondent.

Ms.A.R.S.Baxi, adv. for the Petitioner.
Mr.T.N.Tripathi & Co., adv. for the Respondent.

CORAM : J.H.BHATIA, J.
DATE : SEPTEMBER 7, 2007.

P.C.:

1. Heard the learned counsel for the Parties.

2. The petitioner, who is the licensee under the Electricity Act on behalf of the electricity generating company, is also distributor of electricity among the consumers. The respondent no.1 is the consumer and admittedly, he used to pay the bills regularly. However, on 9-8-2006 flying squad of the petitioner paid a visit to the premises of the respondent and found that multiplying factor 1 was wrongly applied instead of 2 ,therefore, supplementary bill was issued and fresh bill of Rs.8,94,265/- came to be issued. The respondent issued two cheques of Rs.1,65,000/- and Rs.90,000/- respectively and requested for a resumption of electric supply, which was since disconnected. However, the said cheques were dishonoured and

thereafter, again electric supply was disconnected. The Respondent made grievance before the Consumer Grievance Redressal Forum constituted under the Maharashtra Electricity Regulatory Commission Regulations, 2006. The forum directed that the recovery of less billed unit should be restricted only to two years, i.e., from August, 2004 onwards and accordingly, supplementary bills be raised. It also declared that the petitioner/Utility is free to recover the said amount in pursuance to the provisions of regulation and the Electricity Act, 2002.

3. The petitioner has filed this petition contending that the recovery of electricity dues could not be restricted to two years only from the date on which it was detected that the wrong multiplying factor was applied. It was contended that the period of limitation of two years provided under Section 56(2) of the Electricity Act is only for coercive measures, which can be taken under Section 56(1) but it does not bar the recovery of the arrears, which is otherwise within limitation.

4. The leaned counsel for the petitioner pointed out that this very point has been discussed by the Division Bench of this Court in **Awadesh S. Pandey v. Tata Power Company Limited and others 2007(1)**

Maharashtra Law Journal 289. In paragraph 7 of the said judgment, this Court observed as follows:

> ".....Submission of counsel for the petitioner is that the provisions of section 56 do not empower respondent no.1 to recover any amount if the period of two years has elapsed nor can electricity supply be cut off for non-payment of those dues. In other words, what is sought to be contended is that if the demand or part of the demand is time barred the provisions of section 56 would not be attracted. We are afraid, we cannot subscribe to that proposition. Section 56(1) is a special provision, enabling the generating company or the licensee to cut-off supply of electricity until such charges or sum as demanded under section 56(1) is paid. Relying on sub-section (2), it was strenuously urged that section 56(1) cannot be resorted to after the period of two years from the date when such demand became first due. In our opinion, sub-section (2) only provides a limitation, that the recourse to recovery by cutting of electricity supply is limited for a period of two years from the date when such sum became due. As long a sum is due, which is within two years of the demand and can be recovered, the licensee of the generating company can exercise its power of coercive process of recovery by cutting-of electricity supply. This is a special mechanism provided to enable the licensee or the generating company to recover its dues expeditiously. The Electricity Act has provided that mechanism for improvement of supply of electricity and to enable the licensee or generating company to recover its dues. Apart from the above mechanism, independently it can make recovery by way of a suit....."

5. The learned counsel for both the parties conceded that the present petition is fully covered by the above observations of the Division Bench. Therefore, this petition stands disposed off in terms

of the same directions.

[J.H.BHATIA, J.]